

DODGE COUNTY UTILITY INSTALLATION AGREEMENT

COPY

G.R. Electric Company
 WITNESS that this shall be an agreement between Dodge County, hereafter referred to as the County and _____, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree.

1. THAT, The Applicant shall be permitted to install a Electrical wire and conduit under, through, or aerial, the Public Right-of-Way of Dodge County.
2. THAT, the County and Townships are the owners and responsible for the Public Right-of-Way in the County and Applicant desires to install a Utility on Public Right-of-Way.
3. THAT, in consideration of payment of \$1.00 and other valuable consideration, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between _____ (Description of Property or Sections) in _____ Township, Dodge County, Nebraska.
4. THAT, the permit on the part of Dodge County is revocable at the will of the County, and Applicant agrees that upon written notice from the County Board of Supervisors, he will immediately and forthwith remove said Utility and any and all pipes or other material contained or used in connection with said Utility and return the roadway occupied by said Utility to substantially its original condition as before installation of said Utility.
5. THAT, the Applicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel windrow to the opposite side of road so as not to lose any gravel in the open trench.
6. THAT, all backfill in the Public Right-of-Way proper shall be made with material excavated from the crossing or with material equivalent thereto in texture. Material shall be placed in six inch lifts for the full depth of the trench and compacted by tamping to the original cross section.
7. THAT, the Applicant shall obtain approval of all County road restoration from the County Highway Superintendent or Township Official prior to leaving the site(s).
8. THAT, all backfilled area(s) disturbed by excavation and backfill operations shall be graded, hand dressed as required to restore the terrain to its original shape, grade, and cross section, and regravelled or reseeded as directed by the County Highway Superintendent or Township Official.
9. THAT, the Applicant shall as directed by the County Highway Superintendent or Township Official remove at the Applicant's expense from the Public Right-of-Way all temporary structures, and waste materials resulting from their operations.
10. THAT, the Applicant shall file a scaled set of plans, showing the Utility route, depth, and distance from the section line with the Dodge County Highway Superintendent.
11. THAT, the Applicant shall when installing an aerial Utility, shall install such Utility one foot inside the Public Right-of-Way and at a sufficient height so as not to impede the traveling and agricultural operations of the area.
12. THAT, the future maintenance of said Utility and rehabilitation or reconstruction of same for any purpose whatsoever shall be borne by Applicant.
13. THAT, Applicant does hereby agree to hold the County or any of its Officers, Agents, or Employees forever harmless of all liabilities due to improper installation, construction, and maintenance of said Utility.
14. THAT, the Applicant shall submit a certified check in the amount of 10% of the total Utility Installation made payable to the Dodge County Highway Department and shall become the property of said department if any of the above mentioned agreements are violated by the Applicant.
15. THAT, the Applicant shall submit an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.

IN WITNESS WHEREOF, the parties aforesaid have hereunto their hand this 5 day of May, 2010.

Signature of Applicant

Bill E. Smith North Bend, NE

Address of Applicant

66619

Dodge County Highway Superintendent

May 19, 2010

Date Filed with Dodge County Board of Supervisors

MAY 19 2010
26c

North

CR 5

CR Q

TRENT REEDS CR R
1/4 MILE WEST OF INTER-
SECTION CR 5 AND CR R

West

East

CR R

CR S

CR 5

South